

# SERVERNAH CLOUD TERMS OF SERVICE

Atlancis Technologies Limited - Version 2.0 - Effective Date: 24 February 2026 - Last Updated: 24 February 2026

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Governing Law	Laws of Kenya

These Terms of Service (“Terms”) constitute a legally binding agreement between you (“Customer”, “you”, “your”) and Atlancis Technologies Limited (“Atlancis”, “Servernah”, “we”, “us”) governing your access to and use of the Servernah Cloud platform and all associated services, applications, APIs, and portals (collectively, the “Services”).

By registering for an account, clicking “I Agree”, or using any Servernah Service, you confirm that you have read, understood, and agree to be bound by these Terms and all policies incorporated herein by reference, including the Acceptable Use Policy, Privacy Policy, Refund and Credit Policy, and any applicable Service Level Agreement.

If you are accepting these Terms on behalf of a company or organisation, you represent that you have the authority to bind that entity to these Terms. Enterprise customers operating under a signed Master Service Agreement (MSA) with Atlancis: the MSA governs your relationship with us and prevails over these Terms in the event of any conflict.

## 1. Definitions

Term	Meaning
ACCOUNT	Your registered Servernah account, including all associated users, projects, resources, and credit balance
AUP	The Servernah Acceptable Use Policy, incorporated into these Terms and available at <a href="https://servernah.com/acceptable-use-policy">servernah.com/acceptable-use-policy</a>
CREDITS	Prepaid monetary units loaded onto your account via iPay and consumed in real time as you use Servernah Services
CUSTOMER DATA	All data, content, workloads, and applications you upload, create, or process on Servernah infrastructure
DBAAS	Database as a Service, providing managed database instances on Servernah infrastructure
IAAS	Infrastructure as a Service, providing virtual machines, storage, and networking on Servernah infrastructure
LBAAS	Load Balancer as a Service, , providing managed load balancing on Servernah infrastructure
BAAS	Backup as a Service, providing policy-driven data protection and backup for Servernah workloads
MSA	Master Service Agreement, a separately negotiated contract for enterprise customers that supplements or supersedes these Terms
SERVERNAH MYSUPPORT	The Servernah customer support portal at <a href="https://portal.servernah.com">portal.servernah.com</a>

Term	Meaning
SERVICES	All Servernah cloud services, portals, APIs, and related offerings provided by Atlancis
SLA	Service Level Agreement setting out Atlancis's uptime commitments and service credit obligations.
SSP	The Servernah Self-Service Portal through which customers provision and manage resources

## 2. Account Registration and Security

### 2.1 Registration

To access Servernah Services you must register for an account by providing accurate, current, and complete information. You are responsible for maintaining the accuracy of your account information and must update it promptly if it changes.

Prepaid accounts are activated immediately upon registration and payment of credits. Enterprise accounts are subject to the onboarding process described in the applicable MSA or Service Order Form.

### 2.3 Account Eligibility

You must be at least 18 years of age and legally capable of entering into a binding contract to register for a Servernah account. By registering, you represent and warrant that these requirements are met.

## 3. Services

### 3.1 Service Provision

Atlancis will provide the Services with reasonable skill and care and in accordance with the applicable SLA. The specific services available to your account depend on the tier selected (prepaid self-service or enterprise contract).

Servernah currently offers the following services:

SERVICE	DESCRIPTION	BILLING MODEL
IaaS	Virtual machines (Ndovu, Kifaru, Chui, Simba, Nyati flavours), networking (ports, routers, floating IPs, security groups, virtual networks), block and object storage	Per-minute consumption, deducted from credit balance
DBaaS	Managed database instances (MySQL, PostgreSQL, Redis )	Per-minute consumption, deducted from credit balance
LBaaS	Managed load balancers for distributing traffic across instances	Per-hour consumption, deducted from credit balance
BaaS	Policy-driven backup and data protection for VMs, databases, and workloads	Per GB stored, deducted from credit balance
Cloud Consulting	Infrastructure design, migration planning, and architecture review services	Quoted separately; not credit-based

### 3.2 Service Modifications

Atlancis reserves the right to modify, update, or discontinue any Service or feature at any time. Where we make a material change that adversely affects your use of the Services, we will provide at least 30 days' advance notice by email. For discontinued services, we will provide a pro-rata refund of any unused credits attributable to that service.

### 3.3 Scheduled Maintenance

Atlancis may perform scheduled maintenance that results in temporary service interruption. We will provide at least 48 hours' advance notice for planned maintenance windows via the Servernah status page and email. Scheduled maintenance does not count toward SLA downtime calculations.

## 4. Billing and Payment

### 4.1 Prepaid Credit Model

Servernah operates on a prepaid credit model for self-service customers. Resources cannot be provisioned unless your account holds a positive credit balance. Credits are consumed in real time based on your resource usage, tracked at 5-minute intervals.

When your credit balance reaches zero, a non-dismissible alert is displayed in the SSP (Self Service), existing resources are suspended, and all provisioning actions are disabled. Running resources may be suspended if the balance remains at zero. Atlancis accepts no liability for service interruptions caused by insufficient credit balance.

#### 4.2 Purchasing Credits

Credits are purchased via the Servernah SSP (Servernah Billing) using the iPay Africa payment gateway. Payment may be made by the methods available within the SSP (Servernah Billing) at the time of purchase. A VAT-compliant invoice is generated automatically for each credit top-up.

#### 4.3 Pricing

Savernah's current pricing for all services is published in the SSP and at [servernah.com](https://servernah.com). Atlancis reserves the right to adjust pricing at any time, provided that:

- Existing credit balances will be honoured at the price applicable at the time the credit was purchased
- Price changes will be communicated via email and the SSP at least 14 days in advance for material increases

#### 4.4 Taxes

All prices are exclusive of Value Added Tax (VAT) and any other applicable taxes. VAT will be applied at the rate prescribed by Kenyan law at the time of each transaction. You are responsible for any taxes applicable to your use of the Services in your jurisdiction.

#### 4.5 Refunds and Credits

Refunds and service credits are governed by the Servernah Refund and Credit Policy, available at [servernah.com/refund-policy](https://servernah.com/refund-policy). Credits consumed through legitimate resource usage are non-refundable.

### 5. Acceptable Use

Your use of Servernah Services is governed by the Servernah Acceptable Use Policy (AUP), incorporated into these Terms by reference and available at [servernah.com/acceptable-use-policy](https://servernah.com/acceptable-use-policy). You agree to comply with the AUP at all times.

In summary, you may not use Servernah Services to:

- Engage in any activity that violates applicable Kenyan or international law
- Compromise the security, integrity, or availability of Servernah infrastructure or any third-party systems
- Send spam, conduct phishing attacks, or operate malicious infrastructure
- Mine cryptocurrency without prior written authorisation from Atlancis
- Violate the data protection or privacy rights of any individual

Violation of the AUP may result in immediate suspension or termination of your account without refund.

### 6. Customer Data and Intellectual Property

#### 6.1 Your Data

You retain all ownership of and responsibility for your Customer Data. Atlancis does not claim any ownership rights over your Customer Data. By using Servernah Services, you grant Atlancis a limited, non-exclusive licence to store, process, and transmit your Customer Data solely as necessary to provide the Services to you.

You warrant that you have all necessary rights, licences, and consents required to upload and process your Customer Data on Servernah infrastructure, and that doing so does not infringe any third-party rights or violate any applicable law.

#### 6.2 Data Residency

All Customer Data is stored and processed within Kenya on Servernah infrastructure hosted at iX Africa Limited and Africa Data Centers (ADC) in Nairobi. Atlancis will not transfer your Customer Data outside Kenya without your explicit written authorisation, except where required by applicable Kenyan law.

#### 6.3 Atlancis Intellectual Property

All intellectual property rights in the Servernah platform, SSP (Servernah Billing, Servernah Self Service, Servernah MySupport, Servernah IAM), APIs, software, documentation, branding, and all related materials are owned by or licensed to Atlancis. Nothing in these Terms grants you any rights in Atlancis's intellectual property except the limited right to use the Services in accordance with these Terms.

### 7. Privacy and Data Protection

Atlancis processes personal data in connection with your use of Servernah Services in accordance with the Servernah Privacy Policy, available at [servernah.com/privacy-policy](https://servernah.com/privacy-policy), and in compliance with the Kenya Data Protection Act 2019.

For enterprise customers who process personal data of third parties on Servernah infrastructure, a Data Processing Agreement (DPA) is available and must be entered into prior to processing such data. Please contact [cloud@servernah.com](mailto:cloud@servernah.com) to obtain the DPA.

### 8. Confidentiality

Each party agrees to keep the other's confidential information strictly confidential and not to disclose it to any third party without prior written consent, except:

- To its employees, contractors, or advisors who need to know it for the purposes of these Terms and who are bound by equivalent confidentiality obligations
- As required by applicable law, court order, or regulatory authority.

"Confidential information" means any technical, commercial, or operational information disclosed by one party to the other that is identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. This obligation survives termination of these Terms for a period of three years.

## 9. Availability, SLA, and Service Credits

Atlancis targets a platform uptime of 99.5% measured on a monthly basis. The specific uptime commitments and service credit entitlements applicable to your account are set out in the Servernah Service Level Agreement (SLA), available at [servernah.com/sla](https://servernah.com/sla).

Service credits are your sole and exclusive remedy for SLA failures unless your MSA provides otherwise. The process for claiming service credits is set out in the Refund and Credit Policy.

## 10. Suspension of Services

Atlancis may suspend your access to the Services immediately and without prior notice if:

- Your credit balance reaches zero and remains at zero (prepaid customers)
- You breach the AUP or these Terms in a manner that poses an immediate risk to Servernah infrastructure or other customers
- We are required to do so by applicable law or a court order
- We reasonably suspect fraudulent activity or a security compromise on your account

In all other cases, Atlancis will provide at least 3 business days' written notice before suspending Services, specifying the reason and the steps required to avoid suspension.

Suspension does not terminate these Terms. Atlancis reserves the right to continue to charge for storage of your data during a suspension period.

Upon resolution of the matter giving rise to suspension, Services will be restored within a reasonable time.

## 11. Term and Termination

### 11.1 Term

These Terms commence on the date you register your account and continue until terminated by either party in accordance with this clause.

### 11.2 Termination by You

You may terminate your account at any time by submitting a closure request via Servernah MySupport. Termination takes effect 14 days after your request, during which time you may export your data. Unused credits may be refunded in accordance with the Refund and Credit Policy.

### 11.3 Termination by Atlancis

Atlancis may terminate your account:

- Immediately, for material breach of the AUP or these Terms that is incapable of remedy, or that you fail to remedy within 7 days of written notice
- With 30 days' written notice, for any reason, provided we refund any unused credit balance
- Immediately, where required by applicable law

### 11.4 Effect of Termination

Upon termination:

- Your access to the Services will cease and all running resources will be shut down
- You will have 14 days to export your Customer Data
- All Customer Data will be securely deleted from Servernah infrastructure within 30 days of the end of the data export window, in accordance with the KDPa 2019
- Any accrued payment obligations or liabilities will survive termination
- Clauses 6 (Intellectual Property), 8 (Confidentiality), 12 (Liability), 13 (Indemnification), and 15 (Governing Law) will survive termination

## 12. Limitation of Liability

### 12.1 Exclusion of Consequential Loss

To the maximum extent permitted by applicable Kenyan law, neither party will be liable to the other for any indirect, incidental, special, punitive, or consequential loss or damage, including loss of profit, revenue, business, data, or goodwill, arising out of or in connection with these Terms or the Services, even if advised of the possibility of such loss.

### 12.2 Liability Cap

Atlancis's total aggregate liability to you for all claims arising under or in connection with these Terms (whether in contract, tort, statute, or otherwise) in any 12-month period shall not exceed the total amount of credits purchased by you from Atlancis in the 12 months immediately preceding the event giving rise to the claim.

### 12.3 Exceptions

The limitations in clauses 12.1 and 12.2 do not apply to:

- Death or personal injury caused by Atlancis's negligence
- Fraud or fraudulent misrepresentation
- Atlancis's liability for breach of its data protection obligations under the KDPa 2019
- Any other liability that cannot be excluded or limited under applicable Kenyan law

### 12.4 Warranty Disclaimer

The Services are provided "as is" and "as available". To the fullest extent permitted by law, Atlancis disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, except as expressly stated in these Terms or the applicable SLA.

### 13. Indemnification

You agree to indemnify, defend, and hold harmless Atlancis, its officers, directors, employees, and agents from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- Your violation of these Terms or the AUP
- Your Customer Data, including any claim that it infringes a third party's intellectual property or privacy rights
- Your use of the Services in a manner that violates applicable law
- Any third-party claims arising from your negligence or wilful misconduct

### 14. Force Majeure

Neither party will be liable for failure or delay in performance of its obligations under these Terms (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, acts of government, civil unrest, labour disputes, power outages not caused by the affected party's negligence, or failures of third-party infrastructure providers outside the affected party's reasonable control.

A party seeking to rely on force majeure must notify the other party promptly and take all reasonable steps to mitigate the impact of the event. If a force majeure event continues for more than 30 days, either party may terminate the affected Services upon written notice.

### 15. Dispute Resolution

In the event of a dispute arising out of or in connection with these Terms, the parties will first attempt to resolve it through good faith discussions between senior representatives within 30 days of one party notifying the other of the dispute.

If the dispute cannot be resolved through negotiation within 30 days, either party may refer it to the courts of Kenya, which shall have exclusive jurisdiction over all disputes arising under these Terms.

For enterprise customers with a signed MSA: the dispute resolution mechanism in your MSA (including any arbitration provision) applies in place of this clause.

### 16. General

#### 16.1 Governing Law

These Terms are governed by and construed in accordance with the laws of Kenya. The courts of Kenya shall have exclusive jurisdiction, subject to clause 15.

#### 16.2 Entire Agreement

These Terms, together with the AUP, Privacy Policy, Refund and Credit Policy, and any applicable SLA or MSA, constitute the entire agreement between you and Atlancis with respect to the Services and supersede all prior agreements, representations, and understandings.

#### 16.3 Amendments

Atlancis may update these Terms at any time. Material changes will be communicated by email at least 14 days before they take effect. Continued use of the Services after the effective date constitutes acceptance of the revised Terms.

#### 16.4 Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions will continue in full force and effect.

#### 16.5 Waiver

Atlancis' failure to enforce any provision of these Terms shall not constitute a waiver of its right to enforce that provision in future.

#### 16.6 Assignment

You may not assign or transfer your rights or obligations under these Terms without Atlancis's prior written consent. Atlancis may assign its rights and obligations to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its business.

#### 16.7 Notices

Notices to Atlancis under these Terms must be sent to [cloud@servernah.com](mailto:cloud@servernah.com) or to the registered address at 5th Floor, Top Plaza, Kindaruma Road, Nairobi, Kenya. Notices to you will be sent to the email address registered on your account.

### 17. Contact

<b>GENERAL ENQUIRIES</b>	<a href="mailto:cloud@servernah.com">cloud@servernah.com</a>
<b>BILLING &amp; CREDITS</b>	<a href="mailto:billing@servernah.com">billing@servernah.com</a>
<b>PRIVACY &amp; DATA</b>	<a href="mailto:privacy@servernah.com">privacy@servernah.com</a>
<b>SECURITY &amp; ABUSE</b>	<a href="mailto:security@servernah.com">security@servernah.com</a>
<b>SUPPORT</b>	MySupport portal – <a href="https://support.servernah.com">support.servernah.com</a>
<b>REGISTERED ADDRESS</b>	Atlancis Technologies Limited, 5th Floor, Top Plaza, Kindaruma Road, Off Ngong Road, Nairobi, Kenya